

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

BOBBY WALKER,

Plaintiff,

v.

WORLD CHAMPIONSHIP
WRESTLING, INC., TURNER
SPORTS, INC., and TURNER
BROADCASTING SYSTEM, INC.,

Defendants.

CIVIL ACTION FILE

NO. 1:00-CV-0367-CC

AFFIDAVIT OF JOSEPH HAMILTON

JOSEPH HAMILTON, who having personally appeared before the undersigned officer duly authorized to administer oaths and having been first duly sworn according to law, deposes and states the following:

1. My name is Joseph Hamilton. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.

2. I first began providing services to Universal Wrestling Corporation (f/k/a World Championship Wrestling, Inc. and hereinafter referred to as "WCW") in 1989 as a member of the creative staff. After working with the organization in various capacities, I eventually became the Director of the Power Plant, WCW's training facility.

3. As part of my duties as Director of the Power Plant, I worked with WCW's professional wrestlers and trainees. At times, members of the creative staff and I would discuss

my opinion with respect to wrestling and training talent. During my years with WCW, Bobby Walker provided wrestling services to WCW as an independent contractor.

4. Based on my experience in the wrestling industry and at WCW, the creators, producers, bookers and marketers of professional wrestling programming such as WCW's use their better performers with greater frequency in their wrestling programs. Factors considered by the creators, producers, bookers and marketers of these programs in determining who the better wrestlers are include the wrestler's crowd appeal, stage presence, charisma, uniqueness, wrestling ability and physique. I looked to these factors to determine Mr. Walker's likelihood of success with WCW as well.

5. Mr. Walker first became affiliated with WCW in 1993, when he began training, pursuant to a contract, at the Power Plant. Even after Mr. Walker's training contract expired, he continued to train at the Power Plant, because he had not developed certain skills and characteristics necessary for him to succeed as a professional wrestler with WCW.

6. Eventually, Mr. Walker began wrestling professionally with WCW, pursuant to an independent contractor agreement. Although Mr. Walker still lacked the excitement, charisma and uniqueness of WCW's more popular wrestlers, I believed, at the time, that Mr. Walker had the potential to develop into a fairly successful wrestler. Despite my initial impressions, Mr. Walker never developed the excitement, charisma, uniqueness, crowd appeal and stage presence necessary to generate significant crowd interest in him as a wrestler.

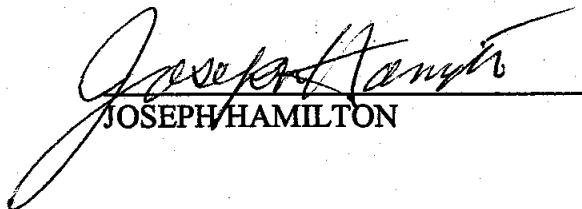
7. In his time as a wrestler with WCW, Mr. Walker failed to master his "signature move." Wrestlers often used unique "signature moves" to "defeat" their opponents at the end of wrestling matches. Mr. Walker's signature move involved walking on the top ropes of the

wrestling ring and then attacking his opponent from the ropes. Although this is a unique concept, Mr. Walker often fell from the ropes in attempting to carry out this move.

8. Despite Mr. Walker's shortcomings, Mr. Walker entered into a series of independent contractor agreements with WCW throughout the mid 1990s. Throughout this period, Mr. Walker continued to lack excitement, charisma and stage presence of WCW's popular and successful wrestlers, and he did not perfect his signature move. Given Mr. Walker's deficiencies as a wrestler, in or about 1998, his independent contractor agreement was terminated. WCW's decision to terminate Mr. Walker's contract had nothing to do with his race.

FURTHER AFFIANT SAYETH NAUGHT.

This 16th day of December, 2002.


JOSEPH HAMILTON

Sworn to and subscribed
Before me this 16th day
of December, 2002.



Notary Public

My Commission Expires:

Oct 24, 2005